

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES *
2. AMENDMENT/MODIFICATION NO. PR-NC-00-10503/0001	3. EFFECTIVE DATE 07/25/00	4. REQUISITION/PURCHASE REQ. NO. PR-NC-00-10503	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709		7. ADMINISTERED BY (If other than item 6) Not Applicable.	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-NC-00-10503
		✓	9B. DATED (SEE ITEM 11) 07/05/00
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUE E. DAVIS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section G clause entitled "GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION" has been modified. Changes are indicated by bold-face type. The text is as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 5 - Government Furnished Property

(d) The Government will provide the following item(s) of Shared Government property to the contractor for use in the performance of this contract. This property shall be used by the contractor in accordance with the provisions of the "Government Property" clause. **This property will be maintained by the Government.**

See Attachment 5 - Government Furnished Property

(e) The Government will provide certain equipment (provided "as is") as listed in Attachment 5 for use by the contractor in performing under this contract. The Government will not repair or replace any worn, damaged or lost property. It shall be the contractor's responsibility to maintain the government-furnished property in good working condition or to replace it at the contractor's own expense. The contractor shall return the property to the Government in the same condition as received, fair wear and tear and approved modifications excepted. This property shall only be used in the performance of this contract and shall be operated, maintained, and repaired by the contractor in accordance with the provisions of this "Government Property" clause and FAR 52.245-19 "Government Property Furnished - As Is."

See Attachment 5 - Government Furnished Property

The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

U.S. Environmental Protection Agency
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Agency (DCMA). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMA. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMA for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.
- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be received at EPA and DCMA no later than October 31 of each year.
- f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMA PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management

and Services Division (FMSD) concurrent with receipt of each vehicle.

- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

- a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. Effective contractor property control systems provide for disclosing excesses as they occur. Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.
- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: "NOTE TO PLCO: Reimbursement to the EPA Superfund is required." When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.
- c. Disposition Instructions.
 - 1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.
 - 2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the

CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number
- Description
- Manufacturer
- Model
- Serial Number
- Acquisition Date
- Date received
- Acquisition Cost *
- Acquisition Document Number
- Location
- Contract Number
- Account Number (if supplied)
- Superfund (Yes/No)
- Inventory Performance Date
- Disposition Date

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

2. The Section G clause entitled "ACCESS TO GOVERNMENT SPACE" has been added. The text is as follows:

The Contractor shall have access to the following Government space for the performance of this effort.

LOCATION:

U.S. EPA
Environmental Research Laboratory
200 S.W. 35th Street
Corvallis, OR 97333

49 offices (range from 100 sqft - 400 sqft each)
13 shared laboratory spaces (range from 220 sqft - 440 sqft each)
20 laboratory spaces (range from 170 sqft - 440 sqft each)

LOCATION:

U.S. EPA
Environmental Research Laboratory
2111 S.E. Marine Science Drive
Newport, OR 97365

5 offices (approximately 150 square feet each)
16 shared laboratory spaces (range from 200 sqft - 400 sqft each)
1 laboratory space of approximately 400 sqft

3. The attachment entitled "STATEMENT OF WORK" has been modified. Changes are indicated by bold-face type. Paragraph 12.2 now reads as follows:

12.2 Medical Monitoring. The contractor shall participate in research activities both in the laboratory and at offsite field locations. The work activities will include sample collection and analysis. **Medical monitoring shall be performed in accordance with WED policy #1440.5 (included as an attachment) to ensure that contractor employees' health is not compromised.**

4. The attachment entitled "REPORTS OF WORK" has been modified. Changes are indicated by bold-face type. The text is as follows:

**MONTHLY PROGRESS REPORTS
EPAAR 1552.211-72 (JUNE 1996)(DEVIATION)**

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount

suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period

display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies -----	Addressee -----
(1)	Administrative Contracting Officer
(1)	Project Officer
(1)	Work Assignment Manager

MONTHLY REPORT ON GAS CYLINDERS

1. All contractor purchased compressed gas cylinders must be labeled with the name of the company and the date the cylinder arrived in the laboratory.

2. The contractor shall conduct an inventory of all cylinders by the 25th of each month. The inventory report shall include:

- a. Date of purchase
- b. Type of gas
- c. Gas purity
- d. Cylinder size
- e. Serial Numbers
- f. Location

3. The inventory report, **which shall be provided electronically**, shall be delivered to the Project Officer no later than the fifth working day after completion of the inventory.

5. The attachment entitled "QUESTIONS AND ANSWERS FROM PREPROPOSAL CONFERENCE" has been added. The text is as follows:

Question: The RFP (H.30) indicates that Contractor Personnel are expected to follow the EPA health and safety requirements. The policy statement (Attachment #10) indicates that medical monitoring should be performed if staff are handling certain chemicals (which would seem to be the case for at least some contractor employees). The SOW (12.2) states that medical monitoring is not required of the contractor. These appear to be conflicting statements, please clarify.

Answer: SOW paragraph 12.2 has been revised by this amendment.

Question: The RFP indicates the proposed start date is 01/01/01. For proposal preparation purposes, what date should be assumed for the award date?

Answer: The current projected contract award date is 12/20/00, however, the award date may be later. Note that work must start under this contract 01/01/01.

Question: At the pre-proposal conference it was indicated that the contractor is expected to provide the necessary facilities (i.e., equipment and space) beyond what will be provided by the government as noted in the RFP. Does the government anticipate the contractor will be expected to provide any facilities under the base support? Does the government expect the contractor will have to provide facilities for some, most, or all of the optional quantity support?

Answer: Potential offerors were reminded at the preproposal conference that the contractor is expected to provide all facilities necessary to perform the requirements of this contract, other than the facilities clearly defined in Attachment 5 of the solicitation. As defined by FAR, facilities means "property used for production, maintenance, research, development, or testing."

Therefore, other than the property defined in Attachment 5 of the solicitation, the contractor shall provide all equipment required to perform the technical effort of the contract, if any additional equipment is required. It is unknown at this time what this equipment may be.

The Government does not anticipate space requirements beyond what will be provided by the Government throughout the life of the contract. Please note that a clause has been added to the solicitation by this amendment giving specifics on the space being provided by the Government.

Question: As it relates to the facilities (i.e., equipment and space) in the above question, if under the contractor's approved accounting system charges such as these are normally billed direct, will this be acceptable?

Answer: Any equipment required to be provided by the contractor may not be charged as a direct cost to the contract. This would, in effect, be tantamount to the Government providing the equipment.

Please note that any materials required for the effort will be furnished by the Government and may, therefore, be a direct charge to the contract. Materials are defined by FAR as "property that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract."

Question: The Collective Bargaining Agreement (CBA) provided in the RFP is dated through July 1, 2002. It is our understanding that negotiations are currently taking place as it relates to the current CBA. We believe these negotiations provide the incumbent contractor information that may not be made available to other prospective bidders. Will the results of the current negotiations affect the successful contractor? If so, when will this information be provided to the prospective offerors? If not, will the government be in a position to take this into account when evaluating proposals for cost realism?

Answer: The revised CBA is included as part of this amendment.

Question: L.19, Evaluation of Other Direct Costs, Vehicles. Will the EPA "motor pool" be available to the Contractor for local travel required under the contract?

Answer: No

6. The attachment entitled "EXCERPTS FROM PREPROPOSAL CONFERENCE" has been added. The text is as follows:

This procurement is being processed as 100% small business set-aside acquisition under which EPA intends to issue a Cost Plus Award Fee (CPAF) level-of-effort contract. The contract will consist of a base period of 12 months and 4 twelve-month option periods for a total period of performance of 60 months or 5 years. The SIC Code is 8731, Commercial Physical and Biological Research Services, with a size standard of 500 employees.

Proposals are due no later than 4:30 p.m., Eastern time, on Monday, August 7, 2000. Proposals must be submitted to the addresses noted on the face page of the solicitation and must be received by 4:30. We are not anticipating extending the due date at this time.

Offerors should pay close attention to the following areas of the solicitation package in the preparation of their proposal.

Clause B.1 sets forth the hours for the base period the Government anticipates ordering.

Clause B.2 explains that these hours will be ordered by issuance of a work assignment by the Contracting Officer and the requirements thereof. Take note of the requirement for a conflict of interest certification for each work assignment.

Clause B.6 explains how any proposed discount for uncompensated overtime will be handled in the contract to assure the Government obtains benefit of that discount. This clause will be included in the resulting contract if UCOT has been proposed.

Clause C.1 lists prohibited contractor activities in connection with any resulting contracts. Please review this list and be aware of these prohibited activities.

Section E clauses relate to inspection and acceptance of the required services.

Clause G.9 is the Government Property clause, which among other requirements, includes the requirement for annual property reports. Note that this clause refers to Attachment 5 which are the lists of GFP.

Clauses H.2 and H.3 relate to Organizational Conflicts of Interest and Personnel Conflicts of Interest. Clause H.4 sets forth the limitation of future contracting. Per paragraph (c) of this clause, once the contractor receives a work assignment to collect or analyze environmental samples, the contractor, during the life of this contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the work assignment (and an example would be contracting with a manufacturer of a select industry impacted by the work to be performed under the work assignment), unless otherwise authorized by the Contracting Officer. Keep in mind that all the COI clauses should be read together as a whole.

Clause H.6 provides guidance on proposing base and award fee. Note that the base fee shall not exceed 3% of the estimated cost and the award fee shall not be less than 5% of the estimated cost. The combined % of base and award fee shall not exceed 10% of total estimated cost, excluding fee.

You'll find the details of the option periods at H.7 and details of options for increased quantity amounts at H.8.

Clauses H.13 & H.14 describe the insurance requirements for the contractor.

Clauses H.16 - H.20 discuss the treatment of confidential business information.

Clause H.23 outlines the key personnel that should be assigned to this effort. Note that these key personnel shall not be substituted for the first year of the contract.

Please note the clause at I.9 which states that a wage determination and collective bargaining agreement apply to this effort. These can be found in Attachment 4. Clause L.30 gives the specifics for applicability of the wage determination vs. collective bargaining agreement.

You are reminded that Section K, the Representations and Certifications, must be completed in its entirety and returned with your proposal. Section K must be completed and submitted for all proposed subcontractors as well.

Section L contains instructions for preparation of your cost and technical proposal. You'll see that included by reference in Section L is the provision

entitled INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1). This provision includes a lot of information, including the fact that we intend to award without discussions, and, therefore, you should submit your best, most complete effort initially - don't assume that we will be holding discussions or that there will be a request for Revised Offers. I can't promise that there will not be, but it is our intent to award on the face of the initial proposals. You should pay close attention to Provisions L.5, L.12, L.13, L.15, L.16, L.23, L.24.

Special attention should also be focused on L.18 and L.19. L.18 sets forth the level of effort expectations for each period by labor category. L.19 sets forth our best estimates of other direct costs. These are provided for use in preparation of your cost proposals.

Please note Provisions L.10, L.25, L.26, L.28, and M.4 which are related to certification and disclosure of conflicts of interest, requirements for a conflict of interest plan, and the evaluation of this COI Plan.

Clause L.7 provides a definition of uncompensated overtime and gives guidance on proposing uncompensated OT. You should refer back to Clause B.6 for details on how this proposed UCOT will be captured in the resulting contract.

You should also note the Technical Evaluation Criteria contained in Section M. Your technical proposal will be evaluated against these criteria. Pay special note of criterion II which states that the use of uncompensated overtime is not encouraged.

7. The attachment entitled "LIST OF PREPROPOSAL ATTENDEES" has been added. The list of preproposal attendees is posted on the website at http://www.epa.gov/oam/rtp_cmd, titled List of Preproposal Attendees.

8. The attachment entitled "REVISED COLLECTIVE BARGAINING AGREEMENT" has been added. The revised Collective Bargaining Agreement (CBA) is posted on the website at http://www.epa.gov/oam/rtp_cmd, titled Revised Collective Bargaining Agreement.

Please note that all appendices have been intentionally omitted because of confidentiality.

9. The attachment entitled "REVISED GOVERNMENT FURNISHED PROPERTY" has been added. The revised Government Furnished Property (GFP) is posted on the website at http://www.epa.gov/oam/rtp_cmd, titled Revised Government Furnished Property.